

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

DEVELOPMENT DESIGN GROUP,)
INC.,) CASE NO: 1:07-cv-00921
)
Plaintiff,) Judge Michael R. Barrett
)
v.)
)
VISION LAND DEVELOPMENT, LLC;)
and VISION REAL ESTATE SERVICES,)
LLC,)
)
Defendants.)

JUDGMENT BY DEFAULT

Plaintiff Development Design Group, Inc. having filed its complaint against Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC, asserting claims for breach of contract, copyright infringement, and unjust enrichment; Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC having been properly served with the complaint but having failed to plead or otherwise defend in this action; the Clerk of Court having entered default against Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC on December 28, 2007; Plaintiff Development Design Group, Inc. having filed, pursuant to Fed.R.Civ.P. 55, its Motion for Judgment by Default and Memorandum in Support (the "Motion") and the

Declaration of Michial Alston filed in Support; the Court having heard argument of Plaintiff's counsel in open court; Plaintiff having filed its Supplemental Memorandum and the Supplemental Declaration of Michial Alston in support of the Motion; and this Court finding that it has jurisdiction over this matter, that venue is proper, that notice was sufficient under the circumstances, and that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion for Judgment by Default, as modified by the Supplemental Memorandum, is GRANTED in favor of Plaintiff Development Design Group, Inc. and against Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC.

2. As to Count I (Breach of Contract), judgment is entered in favor of Plaintiff Development Design Group, Inc. and against Defendant Land Development, LLC for breach of contract in the principal amount of \$321,998.87, plus prejudgment interest in the amount of \$374,118.58 as of May 5, 2008, plus \$211.73 per diem until the date this judgment is entered on the docket.

3. As to Count II (Copyright Infringement), the Court finds that Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC have infringed on Plaintiff Development Design Group, Inc.'s copyrights in the Images (defined below) and, therefore, a PERMANENT INJUNCTION shall be, and hereby is, issued ORDERING Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC to (i) remove or take down from their websites the images protected by Certificate of Copyright Registration Numbers VAu 952-018, VAu 952-019, VAu 952-

020, VAu 952-021, VAu 952-022, and VAu 952-023 (the "Images"), (ii) immediately cease and desist all other infringing activity of or regarding the Images, and (iii) impound all infringing material concerning the Images in Defendants' possession, including all forms of media in which they may exist.

4. On Count III (Unjust Enrichment), judgment is entered in favor of Plaintiff Development Design Group, Inc. and against Defendant Vision Real Estate Services, LLC for unjust enrichment in the amount of \$321,998.87, plus prejudgment interest in the amount of \$92,356.33 as of May 5, 2008, plus \$70.58 per diem until the date this judgment is entered.

5. The judgments entered pursuant to paragraphs 2 and 4 of this Judgment, on Count I against Defendant Vision Land Development, LLC, and on Count III against Vision Real Estate Services, LLC, are not cumulative and any and all recoveries on account of either judgment shall be credited in favor of both.

6. As to all counts in the complaint, judgment is entered against both Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC, jointly and severally, for \$22,873.50, an amount equal to Plaintiff's reasonable attorneys' fees and costs associated with pursuing this action.

7. Post-judgment interest pursuant to 28 U.S.C. § 1961 shall begin to accrue upon the entry of judgment.

8. Defendants Vision Land Development, LLC and Vision Real Estate Services, LLC shall pay all court costs and fees in connection with this action.

9. Payments or recoveries on account of this Judgment shall be applied first to court costs and fees, then to accrued interest and attorneys' fees, and thereafter to principal.

/s/ MICHAEL R. BARRETT
Hon. Michael R. Barrett
United States District Judge

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